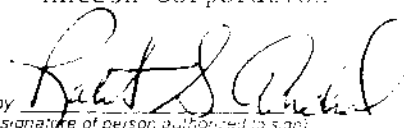
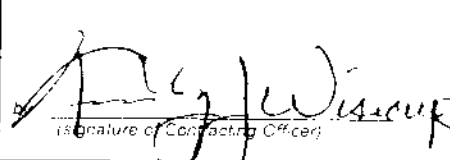


AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A1		PAGE of PAGES 1 20	
2. CONTRACT (PROC. INST. IDENT.) NO. FA8650-04-D-5710		3. EFFECTIVE DATE		4. REQUISITION / PURCHASE REQUEST / PROJECT NO See Section G			
5. ISSUED BY PKMT USAF/AFMC DET 1 AF RESEARCH LABORATORY 2310 EIGHTH STREET, BUILDING 167 WRIGHT-PATTERSON AFB OH 45433-7801 JAMES N. SATTESON (937) 656 9806 james.satteson@wpafb.af.mil		CODE FA8650		6. ADMINISTERED BY (IF OTHER THAN ITEM 5) DCMA DAYTON AREA C, BUILDING 30 1725 VAN PATTON DRIVE WRIGHT-PATTERSON AFB OH 45433-5302 DCM_DAYTON@DCMA.MIL SCD: C PAS: (NONE)		CODE S3605A	
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) ANTEON CORPORATION 5100 SPRINGFIELD PIKE SUITE 509 DAYTON OH 45431-1264 (937) 254-7950				8. DELIVERY FOB Origin <input checked="" type="checkbox"/> Other (see below)			
				9. DISCOUNT FOR PROMPT PAYMENT N			
CAGE CODE 0GR87				FACILITY CODE		10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN <input checked="" type="checkbox"/>	
11. SHIP TO / MARK FOR See Section F		CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPS P.O. BOX 182266 COLUMBUS OH 43218-2266 EFT: T		CODE HQ0337	
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO See Section B		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
				15E. UNIT PRICE		15F. AMOUNT	
				15G. TOTAL AMOUNT OF CONTRACT		\$49,000,000.00	
16. Table of Contents							
SEC		DESCRIPTION		PAGE(S)		SEC	
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		1		<input checked="" type="checkbox"/>	I
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		2		PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS	
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		4		<input checked="" type="checkbox"/>	J
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING		5		PART IV - REPRESENTATIONS AND INSTRUCTIONS	
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		6		<input checked="" type="checkbox"/>	K
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		7		REPRESENTATIONS, CERTIFICATIONS OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		9		<input checked="" type="checkbox"/>	L
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS		11		INSTRS., CONDS., AND NOTICES TO EVALUATION FACTORS FOR AWARD	
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 1 copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document) Your offer on solicitation number , including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Robert S. Anderl Vice President				20A. NAME OF CONTRACTING OFFICER TIMOTHY J. WISECUP			
19B. Name of Contractor Anteon Corporation		19C. Date Signed 24 Sep 04		20B. United States of America		20C. Date Signed 27 Sep 2004	
by  (signature of person authorized to sign)				 (signature of Contracting Officer)			

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001	<p><i>Noun:</i> RESEARCH AND DATA AA&S CPFF</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> Conduct Research entitled "Manufacturing Technology Support (MATES)" in accordance with Section C, Description/Specifications dated 14 MAY 04. Deliver data in accordance with Exhibit A, Contract Data Requirements List, DD Forms 1423, dated 24 AUG 04. This CLIN shall be for Advisory Assistance Services (AA&S) Task Orders. The contract type for this CLIN shall be Indefinite Delivery/Indefinite Quantity (ID/IQ) Cost Plus Fixed Fee (CPFF) Completion Orders.</p>		
0002	<p><i>Noun:</i> RESEARCH AND DATA CPFF</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> Conduct Research entitled "Manufacturing Technology Support (MATES)" in accordance with Section C, Description/Specifications dated 14 MAY 04. Deliver data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, dated 24 AUG 04. The contract type for this CLIN shall be ID/IQ, CPFF completion orders.</p>		

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

B054 IMPLEMENTATION OF LIMITATION OF FUNDS (FEB 2003)

(a) The sum allotted to this contract and available for payment of costs under CLINs 0001 and 0002 through TBD on an individual Task Order basis in accordance with the clause in Section I entitled "Limitation of Funds" is TBD on an individual Task Order basis.

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of TBD on an individual Task Order basis is obligated for payment of fee for work completed under CLINs 0001 and 0002.

B058 PAYMENT OF FEE (CPFF) (FEB 2003)

The estimated cost and fee for this contract are shown below. The applicable fixed fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost TBD on an individual Task Order Basis
Fee TBD on an individual Task Order Basis

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

C003 INCORPORATED DOCUMENTS/REQUIREMENTS (APR 1998)

The Description/Specifications - Statement of Objectives (SOO) entitled, "Manufacturing Technology Support", dated 14 MAY 04 is incorporated as Attachment #1

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT
CONTRACT CLAUSES**

5352.247-9007 SPECIFICATION COMMERCIAL PACKAGING (AFMC) (JAN 2000)

I. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-08 INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT (MAY 2001)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

II. **NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

E006 RECEIVING REPORT (DD FORM 250) MAILING ADDRESS (APR 1998)

(a) Submit original DD Form(s) 250 for all items deliverable under this contract (e.g. hardware, software, exhibit line items, status reports, services, etc.) to the following address:

AFRL/MLMT
2310 8th Street
Bldg. #653
Wright-Patterson AFB, OH
45433-7739

(b) In addition, a copy of the DD Form 250 shall accompany each shipment for all deliverable items. Shipment addresses are specified in Section F of the schedule and/or on the Contract Data Requirements List.

(c) **PROCESSING STATUS:** Any inquiry as to the processing status of a DD Form 250 should be made to the following office:

AFRL/MLMT

E007 INSPECTION AND ACCEPTANCE AUTHORITY (APR 1998)

Inspection and acceptance for all Contract and Exhibit Lines or Subline Items shall be accomplished by the Program Manager, Air Force Research Laboratory, AFRL/MLMT.

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN 2003)

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

F002 PERIOD OF PERFORMANCE (FEB 1997)

Period of performance under this contract shall be 60 months of technical effort including reporting..

F003 CONTRACT DELIVERIES (FEB 1997)

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

- (a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".
- (b) "WARO" means "weeks after the effective date for award of the contractual action".
- (c) "DARO" means "days after the effective date for award of the contractual action".
- (d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

F005 DELIVERY OF REPORTS (OCT 1998)

- (a) All data shall be delivered in accordance with the delivery schedule shown on the Contract Data Requirements List, attachments, or as incorporated by reference.
- (b) All reports and correspondence submitted under this contract shall include the contract number and project number and be forwarded prepaid. A copy of the letters of transmittal shall be delivered to the Procuring Contracting Officer (PCO) and Administrative Contracting Officer (ACO). The addresses are set forth on the contract award cover page. All other address(es) and code(s) for consignee(s) are as set forth in the contract or incorporated by reference.

F007 SHIPMENT ADDRESS (SEP 1997)

FY1456
Det 1 AFRL/WS
Building 198, Area B, 2231 Monohan Way
Wright-Patterson AFB, OH 45433-7034

Mark For: AFRL MLMT

F011 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (FEB 2003)

The f.o.b. point for delivery of Government-furnished property, as defined in FAR 52.247-55, F.o.b. Point for Delivery of Government-Furnished Property, shall be: AFRL/MLMT

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

G002 PROGRAM MANAGER (MAY 1997)

Program Manager: Alan Taylor, AFRL/MLMT at telephone (937) 904-4593.

G005 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (MAR 2001) (TAILORED)

Payment for all effort under this contract should be made in the order and amounts shown in the informational subline item(s) in Section B, CLINs 0001, 0002 and 0003 of the contract and recapped below. Exhaust the funds in each ACRN before using funds from the next listed ACRN.

ACRN	SUBCLIN NO.	TOTAL OBLIGATED
TBD		

a. This contract will be funded by multiple accounting classification citations. Payment shall be made from ACRNs in alphabetical order (AA,AB,etc). DO NOT USE A PRORATED METHOD to pay, disburse and liquidate funds. Do not liquidate any funds from an ACRN unless the preceding ACRNs have been fully liquidated, or if revised payment instructions are provided per paragraph b. below.

b. Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs or changing existing ACRNs, the above payment instructions shall apply, unless specific revised payments instructions are provided as part of a contract modification.

G006 INVOICE AND PAYMENT - COST REIMBURSEMENT (FEB 1997)

Invoices (or public vouchers), supported by a statement of cost for performance under this contract, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) office. Under the provisions of DFARS 242.803(b), the DCAA auditor, is designated as the authorized representative of the contracting officer (CO) for examining vouchers received directly from the contractor.

G017 IMPLEMENTATION OF PATENT RIGHTS CLAUSE (IDIQ) (SEP 1999)

All documents and information required by the patent rights and/or patent reporting clauses set forth in Section I of this contract shall be submitted FOR EACH ORDER to the Administrative Contracting Officer and to AFMCLO/JAZI. The AFMCLO/JAZI patent administrator can be reached at (937) 255-6111. This notice also constitutes a request (see FAR 52.227-12(f)(10) or DFARS 252.227-7039(c), as applicable) for submission of a copy of the patent application, when filed, along with the patent application serial number, filing date, subsequent U.S. patent number and issue date, as received.

G018 CONTRACT HOLIDAYS (FEB 2003)

(a) The prices/costs in Section B of the contract include holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on a holiday. Holidays in addition to those reflected in this contract, which are designated by the Government, will be billable provided the assigned Contractor employee was available for performance and was precluded from such performance.

(b) The following days are contract holidays: New Years Day, Martin Luther King Jr. Holiday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Holiday and Christmas Holiday

NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

OTHER CONTRACT CLAUSES IN FULL TEXT

H023 INDEFINITE QUANTITY (SEP 1997) (TAILORED)

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total scope of the technical tasks for which orders may be issued is set forth in paragraph 2.0 of the attached Statement of Objectives. The maximum dollar amount the Government may order under this contract is \$49,000,000.00; the minimum amount is \$50,000.00.

H024 ORDERING PROCEDURES (SEP 1997)

(a) Orders will be issued by a Procuring Contracting Officer in accordance with the Ordering clause of this contract. However, the following procedures shall be used for negotiation of orders.

(1) The Contracting Officer will provide the Contractor with a copy of the notification of each proposed Order which will include a description of work to be performed, description of expertise required, and desired completion date.

(2) The Contractor shall then: (i) submit to the Contracting Officer a brief technical discussion describing how the work will be performed; (ii) submit a cost proposal in Standard Form 1411 format, identifying labor categories and number of hours within each category required for the performance of the proposed work; (iii) identify and provide rationale for all non-labor cost elements required for performance; and (iv) identify any Government property required for performance.

(3) Upon receipt of the proposal, the Contracting Officer will analyze the proposal and, if acceptable, issue an Order directing the Contractor to commence performance, or if the proposal is not fully acceptable as offered, negotiations shall be conducted prior to issuance of any Order. In the event issues pertaining to a proposed work cannot be resolved to the satisfaction of the Contracting Officer, the Contracting Officer reserves the right to withdraw and cancel the proposed work. In such event, the Contractor shall be notified, via letter, of the Contracting Officer's decision. This decision shall be final and conclusive and shall not be subject to the Disputes clause or the Contract Disputes Act.

(b) The Contractor is not authorized to commence performance prior to issuance of the Order by the Contracting Officer.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K of the solicitation is hereby incorporated by reference.

H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997)

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

- (a) 1 copy(ies) to: Office of Public Affairs, AFRL/PA
- (b) 1 copy(ies) to: Contracting Officer, AFRL/PKMT
- (c) 1 copy(ies) to: Program Manager, AFRL/MLMT.

H033 SOLICITATION NUMBER (APR 1998)

Solicitation Number: BAA-04-09-PKM

H044 RENT-FREE USE OF GOVERNMENT-OWNED PROPERTY (FEB 2003)

The Contractor is authorized to use in the performance of this contract on a rent-free, noninterference basis the Government-owned property identified below, made available during the periods set forth below.

ITEM	PERIOD AVAILABLE
TBD	60 months

H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003)

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons.

H063 CONTRACTOR IDENTIFICATION (FEB 2003)

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

H081 INCORPORATION OF SUBCONTRACTING PLAN (FEB 2003)

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in contractors proposal dated 26 JUL 2004 is incorporated herein by reference. The small business goal is 38 %. The veteran-owned small business goal is 3 %. The service-disabled veteran-owned small business goal is 1 %. The HUBzone small business goal is 1 %. The small disadvantaged business goal is 5 %. The women-owned small business goal is 5 %.

H085 SEGREGATION OF COSTS (FEB 2003)

The Contractor shall segregate all costs associated with AA&S of this contract from the costs associated with the other CLINs of this contract.

H087 GOVERNMENT- FURNISHED PROPERTY (GFP) (FEB 2003)

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property listed below as Government-Furnished Property (GFP) to the Contractor, f.o.b. Destination, for use in performance of this contract. Upon completion of the contract, the Contractor shall obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the contract.

ITEM NR	NSN	NOUN	PART NO	QTY	DELIVERY DATE
TBD on an individual Task Order basis.					

H099 ORDERING VALUES (SEP 2004)

The total value of the MATES program is anticipated to be approximately \$49,000,000.00. Therefore, regardless of the number of contracts awarded, the sum of all Task Orders awarded under this program will not exceed

\$49,000,000.00. The sum of all Task Orders awarded under this program will be tracked internally to ensure that they do not exceed the total estimated program value.

Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:

Database Version: 6.2.x.100; Issued: 8/13/2004; FAR: FAC 2001-24 (Partial); DFAR: DCN20040625; DL: DL 98-021; Class Deviations: CD 2003o0003; AFFAR: 2002 Edition; AFMCFAR: AFMCAC 2004-PK-006; AFAC: AFAC 2004-0804; IPN: 98-009

I. NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01	DEFINITIONS (JUL 2004)
52.203-03	GRATUITIES (APR 1984)
52.203-05	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)
52.204-02	SECURITY REQUIREMENTS (AUG 1996)
52.204-04	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.215-02	AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-08	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (JAN 2004)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.216-07	ALLOWABLE COST AND PAYMENT (DEC 2002)
52.216-08	FIXED FEE (MAR 1997)
52.216-18	ORDERING (OCT 1995) Para (a), Issued from date is 'Contract Award Date' Para (a), Issued through date is '48 Months'
52.216-19	ORDER LIMITATIONS (OCT 1995) Para (a), Insert Dollar amount or quantity. '\$50,000.00' Para (b)(1), Insert dollar amount or quantity '\$10,000,000.00' Para (b)(2), Insert dollar amount or quantity. '\$49,000,000.00' Para (b)(3), Insert number of days. '30' Para (d), Insert number of days. '30'
52.216-22	INDEFINITE QUANTITY (OCT 1995) Para (d), Date is '30 SEP 2010'

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002) - ALTERNATE II (OCT 2001)
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.222-01	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a). Dollar amount is '\$0.00'
52.222-03	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (APR 2002)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I (AUG 2003)
52.223-05	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE II (AUG 2003)
52.223-06	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)
52.227-01	AUTHORIZATION AND CONSENT (JUL 1995) - ALTERNATE I (APR 1984)
52.227-02	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-10	FILING OF PATENT APPLICATIONS -- CLASSIFIED SUBJECT MATTER (APR 1984)
52.227-12	PATENT RIGHTS -- RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997) para (f), insert agency instructions for communications 'The contractor shall forward the invention reports called for by the Patents Rights clause through the Administrative Contracting Office addressed through AFMCLO/JAZI, 2240 B Street, Room 100, Wright-Patterson AFB, OH 45433-7109. Invention reports may be e-mailed to: afmclo.jaz@wpafb.af.mil <mailto:afmclo.jaz@wpafb.af.mil>. Ensure e-mail includes your contract number, followed by the words "Invention Reporting" on the subject line.'
52.228-07	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
52.230-02	COST ACCOUNTING STANDARDS (APR 1998)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (JUN 1996)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
52.232-25	PROMPT PAYMENT (OCT 2003)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-01	DISPUTES (JUL 2002)
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)
52.243-06	CHANGE ORDER ACCOUNTING (APR 1984)
52.243-07	NOTIFICATION OF CHANGES (APR 1984) Para (b). Number of calendar days is (insert 30 for RDSS.C) '30 days' Para (d). Number of calendar days is (insert 30 for RDSS.C) '30 days'

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PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

52.244-02	SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998) Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'None' Para (k), Insert subcontracts which were evaluated during negotiations: 'MTC and Tiburon Associates'
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2004)
52.245-01	PROPERTY RECORDS (APR 1984)
52.245-05	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (DEVIATION) (MAY 2004)
52.245-18	SPECIAL TEST EQUIPMENT (FEB 1993)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.247-01	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE- CONTRACT-RELATED FELONIES (MAR 1999)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004	ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION (NOV 2003)
252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)
252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)
252.211-7003	ITEM IDENTIFICATION AND VALUATION (JAN 2004) Para (c)(1)(ii). List of Contract Line, Subline, or Exhibit Line Item Nr and Item Description. 'CLINs 0001 and 0002' TBD on an individual Task Order basis' Para (c)(1)(iii). Exhibit Nr. or N/A. 'A' Para (c)(1)(iii). CDRL Item Nr. or N/A. 'A001 thru A012'
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR 2003)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (JUN 2004)
252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (APR 2003)
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS (APR 2003)
252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (APR 2003)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)
252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)

SECTION I FA8650-04-D-5716

PAGE 16 OF 20

252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7019	VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)
252.235-7010	ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995) Para (a), name of contracting agency(ies): 'United States Air Force' Para (a), contract number(s): 'FA8650-04-D-5710' Para (b), name of contracting agency(ies): 'United States Air Force'
252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (MAR 2000)
252.245-7001	REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
252.247-7024	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.204-9000	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)
5352.216-9000	AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS (JUN 2002) - ALTERNATE II (JUN 2002) Para (d), Office symbol and telephone number: 'Det 1 AFRL/PK at telephone (937) 255-4813' Para (e), Clause that stipulates minimum guarantee(s): '52.216-19' Alt II, Para (b)(3), Technical and/or managerial approach: 'white paper' Alt II, Para (b)(3), List other factors as appropriate: 'technical approach and risk factors'
5352.223-9001	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002) Para (b), Any additional requirements to comply with local security procedures 'E-Check'
5352.242-9001	COMMON ACCESS CARDS (CACS) FOR CONTRACTOR PERSONNEL (AUG 2004)

D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.215-9008	ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997) Para (a), Manpower Support Services Contractor's Name 'TBD' Para (a), Major Support Areas (Such as Technical Evaluation and Acquisition Management Support) 'TBD' Para (b), Applicable Task Detail 'TBD' Para (c), Manpower Support Services Contractor's Name 'TBD' Para (c), Areas for Cooperation: 'TBD'
5352.227-9000	EXPORT-CONTROLLED DATA RESTRICTIONS (AFMC) (JUL 1997)
5352.245-9004	BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997) - ALTERNATE II (JUL 1997) Para (e), List of Installations 'TBD' para (f), list of support items 'TBD'

PART II - CONTRACT CLAUSES
SECTION I - CONTRACT CLAUSES

5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE II (JUL 1997)
Para (e), List Installations 'Wright-Patterson AFB'
Para (f), list support items 'TBD'

II. NOTICE: The following contract clauses pertinent to this section are hereby incorporated in full text:

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

This is a rated order certified for national defense use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/>

52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

B. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE III (AUG 2002) (TAILORED)

5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) - ALTERNATES III, IV AND V (AUG 2002)

The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(a) Descriptions or definitions:

"Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(b) Restrictions:

(1) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to (1) protect another company's information from unauthorized use or disclosure for as long as it

is considered proprietary by the other company and (2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.

(2) The Contractor shall identify the organizational conflict of interest in each Task Order proposal. The Contractor shall not contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

(3) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	13	24 AUG 2004	CONTRACT DATA REQUIREMENTS LIST (DD FORMS 1423)
ATTACHMENT 1	3	14 MAY 2004	MANUFACTURING TECHNOLOGY SUPPORT MATES SOO
ATTACHMENT 2	4	14 SEP 2004	DD 254 CONTRACT SECURITY CLASSIFICATION SPECIFICATION

Form Approved
OMB No. 0704-0188

[illegible]

18	ESTIMATED TOTAL PRICE
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Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. C001		B. EXHIBIT A	C. CATEGORY: N/A REF: DCD 5010.12-M TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM 28651PEO		E. CONTRACT/PR NO. FA8650-04-D-5710		F. CONTRACTOR ANTEON CORP
G. DATA ITEM NO. A002	H. TITLE OF DATA ITEM CONTRACT FUNDS STATUS REPORT (CFSR)		I. SUBTITLE	
J. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468/T		K. CONTRACT REFERENCE AF SOW, PARA 3.0		L. REQUIRING OFFICE AFRL/MLMT
M. DD 250 REQ LT	N. DIST STATEMENT REQUIRED B	O. FREQUENCY QRTLY	P. DATE OF FIRST SUBMISSION **	Q. DISTRIBUTION
R. APP CODE N/A	S. AS OF DATE *	T. DATE OF SUBSEQUENT SUBMISSION **	U. ADDRESSEE	
V. REMARKS Tailored so that the report contains forecasts by month for the next six months, by quarter for the remaining fiscal year, and by year for the remaining fiscal years. CFSSR data shall be reconciled to the Government's fiscal year end at 30 September if the contractor's fiscal year end does not coincide with the Government's fiscal year end.			W. COPIES	
			X. TOTAL	
Y. PREPARED BY ALAN R. TAYLOR			Z. DATE 24-AUG-04	AA. APPROVED BY <i>[Signature]</i> 24-AUG-04
AB. J. DATE 24-AUG-04			AC. J. DATE 24-AUG-04	

18. ESTIMATED TOTAL PRICE	
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TOTAL PRICE

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18. ESTIMATED TOTAL PRICE	
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Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-M TOP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM 28651PEO		E. CONTRACT/PR NO. FA8650-04-D-5710		F. CONTRACTOR ANTEON CORP	
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM PRESENTATION MATERIAL		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373/T		5. CONTRACT REFERENCE AF SCW, PARA 3.C		6. REQUIRING OFFICE AFRL/MLMT	
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED B		10. FREQUENCY ASREQ	
8. APP CODE N/A		11. AS OF DATE *		12. DATE OF FIRST SUBMISSION *	
13. DATE OF SUBSEQUENT SUBMISSION *		14. DISTRIBUTION a. ADDRESSEE AFRL/MLMT		b. COPIES Draft Final Reg Repro	
15. TOTAL		0		1 1	
G. PREPARED BY ALAN R. TAYLOR AFRL/MLMT, (337) 904 4573		H. DATE 1-AUG-04		I. APPROVED BY Karen E. Ragland Data Manager AFRL/MLMT	
J. DATE 24-AUG-04					

18	ESTIMATED TOTAL PRICE
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Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A		C. CATEGORY: N/A REF: DOD 5010.12-M TDP _____ TM _____ OTHER _____	
D. SYSTEM/ITEM 28651PEO			E. CONTRACT/PR NO. FA8650-04-D-5710		F. CONTRACTOR ANTEON CORP
1. DATA ITEM NO. A007		2. TITLE OF DATA ITEM CONFERENCE MINUTES			3. SUBTITLE
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81250A/T			5. CONTRACT REFERENCE AF SOW, PARA 3.0		6. REQUIRING OFFICE AFRL/MLMT
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED B		10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION **
8. APP CODE N/A		11. AS OF DATE *		13. DATE OF SUBSEQUENT SUBMISSION **	14. DISTRIBUTION a. ADDRESSEE AFRL/MLMT b. COPIES Draft Final Reg Repro
15. REMARKS Tailored to allow contractor's format. ASREQ means as required to document each review or presentation. * At the conclusion of each quarterly review. ** 2 weeks after each quarterly review.					
15. TOTAL					
G. PREPARED BY ALAN R. TAYLOR AFRL/MLMT, (937) 904 4593		H. DATE 14 AUG-04		I. APPROVED BY Karen E. Ragland Data Manager, Dept. AFRL/MLMT	
				J. DATE 24 AUG-04	

18. ESTIMATED TOTAL PRICE	
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Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0001		B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____		N/A REF: DOD 5010.12-M						
D. SYSTEM/ITEM 28651PEO		E. CONTRACT/PR NO. FA8650-C4-D-5710		F. CONTRACTOR ANTEON CORP							
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM CONFERENCE AGENDA			3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.) DI-ACMN-81249A/T		5. CONTRACT REFERENCE AF SOW, PARA 3.C		6. REQUIRING OFFICE AFRL/MLMT							
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED B	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION **	14. DISTRIBUTION							
8. APP CODE A		11. AS OF DATE *	13. DATE OF SUBSEQUENT SUBMISSION ***	a. ADDRESSEE	b. COPIES						
					Draft Final						
					Reg Repro						
16 REMARKS Tailored to allow contractor's format. ASREQ means as required to document plans for each review or presentation for this effort. * Three weeks prior to each quarterly review/presentation. ** One week after Block 11 time. Approval/disapproval by letter from the Air Force Program Manager within 7 days after receipt. *** Disapproval requires correction/resubmission within 7 days after receipt of Air Force comments.				AFRL/MLMT	1	1	0				
								15 TOTAL	1	1	0
				G. PREPARED BY ALAN R. TAYLOR AFRL/MLMT, (937) 964 4093		H. DATE 01 AUG-01	I. APPROVED BY Karen E. Rogstad Data Manager AFRL/MLMT		J. DATE 04-AUG-01		

18. ESTIMATED TOTAL PRICE	
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Form Approved
OMB No. 0704-0188

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18. ESTIMATED TOTAL PRICE	
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Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO. 0001	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____ N/A REF: DCD 5C10.12-M	
D. SYSTEM/ITEM 28651PEO	E. CONTRACT/PR NO. FA8650-04-D-5710	F. CONTRACTOR ANTECN CORP	
G. DATA ITEM NO. A011	H. TITLE OF DATA ITEM SOFTWARE USER MANUAL (SUM)	I. SUBTITLE	
J. AUTHORITY (Data Acquisition Document No.) DI-IPSC-81443A/T	K. CONTRACT REFERENCE AF SOW, PARA 3.0	L. REQUIRING OFFICE AFRL/MLMT	
M. DD FORM REQ LT	N. DIST STATEMENT REQUIRED D	O. FREQUENCY ASREQ	
P. APP CODE A	Q. DATE OF FIRST SUBMISSION ASREQ	R. DATE OF SUBSEQUENT SUBMISSION ASREQ	
S. REMARKS <p>Tailored to allow contractor's format.</p> <p>ASREQ means as required to document software user instructions for each software package developed or modified on each delivery order; submit as detailed in each Task Order.</p> <p>Approval/disapproval by letter from the Air Force Program Manager within 30 days after receipt.</p> <p>Disapproval requires correction/resubmission within 30 days after receipt of Air Force comments.</p> <p>Submit reproducible on media compatible with MS-Office for Windows.</p>	T. DISTRIBUTION a. ADDRESSEE AFRL/MLMT	b. COPIES Draft Final Reg Repro	
U. TOTAL 1 1 1			
V. PREPARED BY ALAN R. TAYLOR AFRL MLMT (91) 304 4593	W. H. DATE 24-AUG-04	X. I APPROVED BY [Signature] DATA MANAGER DEL AFRL/MLMT	Y. J. DATE 24-AUG-04

18. ESTIMATED TOTAL PRICE	
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Form Approved
OMB No. 0704-0188

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18. ESTIMATED TOTAL PRICE	
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MATES CDRL Mailing List

1. AFRL/MLMT: AFRL/MLMT
2977 Hobson Way (Bldg. 653)
Wright-Patterson AFB, OH 45433-7739
2. AFRL/MLF AFRL/MLF
2310 8th Street (Bldg. 167)
Wright-Patterson AFB, OH 45433-7801
3. ^{PKMT}AFRL/~~MLKT~~ ^{PKMT}AFRL/~~MLKT~~
2310 8th Street (Bldg. 167)
Wright-Patterson AFB, OH 45433-7801
4. DCMA/ACO DCMA Dayton
Area C, Building 30
1725 Van Patton Drive
Wright-Patterson AFB, OH 45433-5302
5. 88 CG/SCCV 88 CG/SCCV
2435 5th Street (Bldg. 676)
Wright-Patterson AFB, OH 45433-7802

**Statement of Objective
For
MANufacturing TEchnology Support (MATES)**

I. Scope

1.1 Provide all management, tools, supplies, equipment, and labor necessary for providing integrated business, technical, and programmatic support for management, execution, and process refinement initiatives for the Air Force Industrial Preparedness Programs and Defense Production Act (DPA) Programs to be identified by the Manufacturing Technology Division in the AFRL Materials & Manufacturing Directorate (AFRL/MLM) Wright-Patterson AFB, OH. The Air Force Industrial Preparedness Programs include the Manufacturing Technology (ManTech), Industrial Base Planning (IBP), and the Diminishing Manufacturing Sources and Material Shortages (DMSMS) program. The period of technical performance shall be 60 months. Work shall comply with all government and local laws and regulations.

II. Requirements

2.1 Provide support to AFRL/MLM corporate management of the Air Force Industrial Preparedness Programs and Defense Production Act (DPA) Programs.

2.1.1 Assist in the execution, program management, financial management, and administrative functions of the Air Force Industrial Preparedness Programs and DPA Programs. These include, but are not limited to, planning, forecasting, scheduling, resource allocation, funding allocation, funds expenditure, legislative initiatives, and reporting of projects and business practices.

2.1.2 Assist in the development of effective operations, procedures, and policies to foster the efficient execution of the Air Force Industrial Preparedness Programs and DPA Programs. These include, but are not limited to, budget planning, program advocacy, support for tri-service, DoD and industry interaction, and development of strategic plans, analyses, and process improvement recommendations enabling achievement of established objectives/goals.

2.1.3 Assist in the preparation of program documentation to satisfy operational, informational, and budgetary requirements. These documents shall include, but not be limited to, annual reports and program management briefings, Program Objective Memorandum (POM), and Budget Estimate Submission (BES) exhibits and documentation.

2.2 Provide expertise to assess and translate industrial base, Air Force weapon system, defense materials, and critical technology needs into solutions that can be addressed by the Air Force Industrial Preparedness Programs and/or Defense Production Act (DPA) Programs. Expertise and capabilities shall include:

- 2.2.1 Provide expertise for technical analysis, research, development, design and prototyping in the areas of: electronics, metals and non-metals processing/fabrication; manufacturing and engineering systems; and sustainment:
- 2.2.2 Conduct feasibility demonstrations and study the result to determine whether the research and development has been completed prior to investing in a manufacturing technology program.
- 2.2.3 Conduct trade studies for the selection of candidate manufacturing processes or technologies.
- 2.2.4 Conduct business case analyses that involve the collection and assessment of information from Government and industry sources involving the actual and projected implementation of technology established under designated contract.
- 2.2.5 Support planning for and conduct industrial base analyses of Air Force sectors (e.g., aircraft, munitions, space, command and control).
- 2.2.6 Develop information management, decision support and analytical tools and methodologies to facilitate the execution of Air Force and Command processes for which the Air Force Industrial Preparedness Programs and DPA Programs are responsible.
- 2.3 Support AFRL/MLM activities to advocate Air Force Industrial Preparedness Programs and DPA Programs, transition developed technologies and capabilities, and identify partnership opportunities.
- 2.3.1 Assess completed programs and projects to determine their impact, recommend methods to enhance program advocacy, evaluate the technology transfer process and make appropriate written recommendations.
- 2.3.2 Provide a wide range of media and internet-based services including the development, editing, production, storage/hosting and distribution of printed and/or electronic materials in support of the Air Force Industrial Preparedness Programs and DPA Programs. In addition, the contractor shall provide services for concept definition, production, editing, media production, storage, and distribution of audiovisual products.
- 2.3.3 Plan, organize, and secure the location for workshops, seminars, and off-site meetings for technical and operational interests, including Working/Steering Groups.

3.0 During the life of this contract, the following data deliveries might be used:

- A001 – Scientific and Technical Reports - Final Report
- A002 – Contract Funds Status Report
- A003 – Scientific and Technical Reports – Contractor's Billing Voucher
- A004 – Funds and Man-hour Expenditure Report (ML Format)
- A005 – Project Planning Chart
- A006 – Presentation Material
- A007 – Conference Minutes
- A008 – Conference Agenda
- A009 – Still Photo Coverage
- A010 – Database Design Description
- A011 – Software User Manual
- A012 – Status Report

4.0 General Considerations

4.1 Environmental Compliance: Any technology being developed will be compliant with existing environmental legislation. If adverse impacts are discovered, a recommendation to convert to an acceptable and economic form of the technology is required.

4.2 Management/Administration: The primary management/ administration objective is two-fold: 1) Allow the contractor maximum flexibility to use innovative techniques to manage program cost, schedule, performance, risks, subcontractors, and data requirements and 2) Maintain a clear government visibility into program cost, schedule, technical performance, and risk.

4.3 When required by individual task orders, the Government shall provide workspace(s) on Wright-Patterson AFB, currently designated within Building 653, Area B. This office space shall include office furniture, office equipment (copiers, fax machine), and computer workstations. Contractor access to the Local Area Network (LAN) will be provided in accordance with appendix A to this BAA.

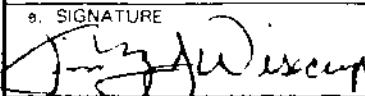
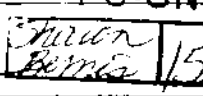
4.4 Security: All contractor personnel given access to classified information shall possess at the start of this effort and maintain throughout the life of this effort a SECRET security clearance. All contractor personnel given access to unclassified information, including e-mail, shall have, as a minimum, a favorable National Agency Check (NAC) in accordance with Appendix K of DOD 5200.2-R, Personnel Security Program, January 1987. Contractor shall provide evidence of compliance.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center;">SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">SECRET</div>	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>				3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>	
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER FA8650-04-D-5710 Comp Date: 30 Sep 2009			<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i> DATE (YYYYMMDD) 20040914
<input type="checkbox"/>	b. SUBCONTRACT NUMBER			<input type="checkbox"/>	b. REVISED <i>(Supersedes all previous specs)</i> REVISION NO. DATE (YYYYMMDD)
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER		DUE DATE (YYYYMMDD)	<input type="checkbox"/>	c. FINAL <i>(Complete Item 5 in all cases)</i> DATE (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE Anteon Corporation 3211 Jermantown Road, Suite 700 Fairfax, VA 22030			b. CAGE CODE 07MU1	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> DSS Capital Region 938 Elkridge Landing Rd, STE 300 Linthicum, MD 21090	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE N/A			b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> N/A	
8. ACTUAL PERFORMANCE					
a. LOCATION Anteon Corporation 5100 Springfield Pike, Suite 509 Dayton, OH 45431-1264			b. CAGE CODE 0GR87	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Service (S31DT) 17177 N. Laurel Park Drive, STE 417 Livonia, MI 48152-2659	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT MANUFACTURING TECHNOLOGY SUPPORT (MATES) - MATES will support and enhance the mission of the Manufacturing Technology Division of the Materials and Manufacturing Directorate (AFRL/MLM), Air Force Research Laboratory by providing highly experienced Engineering and Scientific expertise. This will provide integrated business, technical, and programmatic support for management, execution, and process refinement initiatives for the Air Force Industrial Preparedness Programs and Defense Production Act (DPA) Programs.					
10. CONTRACTOR WILL REQUIRE ACCESS TO: YES NO				11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: YES NO	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION				a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA				b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION				c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA				d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)				f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non SCI				g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION				h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION				i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION				j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION				k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION				l. OTHER <i>(Specify)</i>	
k. OTHER <i>(Specify)</i>				Notification of Government Security Activity is required. See addendum.	

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PREVIOUS EDITION IS OBSOLETE.

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12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release. <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Through (Specify) ASC/PAX Bldg 14, 1865 4th Street, WPAFB, OH 45433-7129 (937) 255-2776 FAX (937) 656-4022 http://ascpa.public.wpafb.af.mil		
to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review. *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.		
13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.) The National Industrial Security Program Operating Manual (NISPOM), Jan 95, applies to this contract. a. Ref Blk 10j: For Official Use Only (FOUO) applies. See addendum. b. Ref Blk 11c: Any classified information generated in the performance of this contract shall require the contractor to apply derivative classification and markings consistent with the source material. Special considerations apply. See addendum. c. Ref Blk 11i: The Notification of Government Security and Visitor Group Security Agreement Clause applies. See Contract Clause in Section I for details. d. Transfer of documents to other IR&D efforts is not permitted. e. Program Manager: Alan R. Taylor, AFRL/MLMT, (937)904-4593. f. ACO: DCMC Baltimore-Manassas, 10500 Battlevue Parkway, Suite 200, Manassas VA 20109-2342		
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)		
15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.) Ref Blk 11i: Partial performance will occur at AFRL/ML, Bldg 653, Area B, WPAFB, OH. DSS is relieved of all inspection responsibilities for contractor performance on the installation. 88 SFS/SFAS will maintain security oversight.		
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.		
a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
TIMOTHY J. WISECUP	Contracting Officer	(937) 656-9887
d. ADDRESS (Include Zip Code)	17. REQUIRED DISTRIBUTION	
AFRL/MLKT 2310 8th STREET WRIGHT-PATTERSON AFB, OH 45433-7801	<input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY	
e. SIGNATURE	88SFS/SFAS COORDINATION PC-ONLY   15 Sep 04	

ADDENDUM TO DD FORM 254 (Block 10j)
FOR OFFICIAL USE ONLY (FOUO)
(Reference DoD Regulation 5400.7/Air Force Supplement, 22 July 1999)

1. **GENERAL:** FOUO is information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public because disclosure would cause a foreseeable harm to an interest protected by one or more of the Freedom of Information Act (FOIA) exemptions 2 through 9. Additional information on FOUO may be obtained by contacting the User Agency. FOUO is assigned to information at the time it is created in a DoD Agency or derivatively as instructed in a Security Classification Guide.

2. **MARKING:**

a. FOUO information received (released by a DoD component) should contain the following marking, when received: ***THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER FOIA. EXEMPTION(S) _____ APPLIES/APPLY.***

b. Mark an unclassified document containing FOUO information "FOR OFFICIAL USE ONLY" at the bottom of each page containing FOUO information and on the bottom of the front page or front cover (if any) and on the back of the last page and on the back cover (if any). Each paragraph containing FOUO information shall be marked as such.

c. Within a classified document, an individual page that contains both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. An individual page that contains FOUO information but no classified information shall be marked "FOR OFFICIAL USE ONLY" at the top and bottom of the page, as well as each paragraph that contains FOUO information. NOTE: For "production efficiency" the entire document may be marked top and bottom with the highest level of classification contained within it, as long as every paragraph is marked to reflect the specific classification of the information it contains.

d. Mark other records, such as computer print outs, photographs, films, tapes, or slides "FOR OFFICIAL USE ONLY" so that the receiver or viewer knows the record contains FOUO information.

e. Mark each part of a message that contains FOUO information. Unclassified messages containing FOUO information must show the abbreviation "FOUO" before the text begins.

3. **DISSEMINATION:** FOUO may be disseminated between officials of DoD Components, DoD contractors, consultants and grantees to conduct official business for DoD. Recipients shall be made aware of the status of such information and transmission shall be by means that preclude unauthorized public disclosure.

4. **TRANSMISSION:** FOUO information shall be transmitted in a manner that prevents disclosure of the contents. When not commingled with classified information, it may be sent via first-class mail or parcel post. Bulky shipments, i.e. testing materials, that otherwise qualify under postal regulations, may be sent by fourth-class mail. FOUO information may also be sent over facsimile equipment; however, when deciding whether to use this means, balance the sensitivity of the records against the risk of disclosure. Consider the location of sending and receiving machines and ensure authorized personnel are available to receive the FOUO information as soon as it is transmitted. Transmittal documents shall call attention to the presence of FOUO attachments. FOUO information may also be sent via e-mail, if it is sent via a system that will prevent unintentional or unauthorized disclosure.

5. **STORAGE:** To safeguard FOR OFFICIAL USE ONLY records during normal duty hours, place them in an out-of-sight location if your work area is accessible to persons who do not have a valid need for the information. After normal duty hours, store FOUO records to prevent unauthorized access. File them with other unclassified records in unlocked files or desks when normal internal building security is provided. When there is no internal building security, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked containers such as file cabinets, desks, or bookcases. *Expenditure of funds for security containers or closed areas solely for the protection of FOUO data is prohibited.*

6. **DESTRUCTION:** When no longer needed, FOUO information shall be disposed of by any method that will preclude its disclosure to unauthorized individuals.

Effective 12 February 2002

ADDENDUM TO DD FORM 254 (Blk 11)
NOTIFICATION OF WPAFB SERVICING SECURITY ACTIVITY

1. Thirty days **before** the date Contractor operations will begin on Wright-Patterson AFB OH (WPAFB), the Contractor shall provide to 88 SFS/SFAS Bldg 8, 1801 Tenth Street, WPAFB, OH 45433-7625 the following information:

- a. The name, address, and telephone number of your company's Facility Security Officer and your designated on-site security representative;
- b. The contract number and military contracting command;
- c. The highest classification category of defense information to which Contractor employees will have access;
- d. The date Contractor operations will begin on WPAFB OH;
- e. The estimated completion date of operations on WPAFB OH;

2. This requirement is in **addition** to visit request notification procedures contained in DoD 5220.22M, National Industrial Security Program Operating Manual, Chapter 6.

Effective 12 February 2002